

AMENDMENT OF SOLICITATION



1. AMENDMENT

A001

2. EFFECTIVE DATE

August 10, 2016

3. REQUISITION NO./

P.O. NO. N/A

Page 1 of 6

4. ISSUED BY

Purchasing & Strategic Sourcing Division
City of El Paso
City 1
300 N. Campbell, 1st Floor
El Paso, Texas 79901-1153

5A. AMENDMENT OF SOLICITATION NO. **2016-1020**TITLED: **Citywide L.E.D. Street Light Maintenance (Rebid)**

5B. BID DUE DATE:

August 17, 2016

6. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 7. The hour and date specified for receipt of offers ☒ NOT EXTENDED

All amendments must be acknowledged on the "SOLICITATION OF OFFERS". Failure to do so may be cause for rejection of offer.

7. DESCRIPTION OF AMENDMENT

A. Responses to Bidders questions are on the following page.

B. Payment and Performance Bonds are required for this solicitation (See attached).

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE DOCUMENTS, AS HERETOFORE CHANGED, REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

**CITY OF EL PASO
BRUCE D. COLLINS, CPPO
PURCHASING DIRECTOR**

BY _____/s/_____

Art Gamboa
Procurement Analyst

Approved by _____/s/_____

Deniese Baisley
Asst. Director



Responses to Questions
Solicitation No. 2016-1020
Title: Citywide L.E.D. Street Light Maintenance (Rebid)

Q#	QUESTION/COMMENT	RESPONSE
1.	Do you have a list of approved equivalent for ROAM nodes?	This is a "sole source" item. No equivalent items can be utilized since this is a commodity that is specific to the software that we have purchased and initiated already.
2.	Will this bid require a % of the bid to be held against the bid? What will be accepted cash? Credit Line? Bond? A credit line with a list of vendors?	The City will not hold retainage, however the City will only pay for work that have been accepted and approved.
3.	Will we be required to use city approved vendors or can we use our own vendors?	The City does not have an approved vendors list.
4.	The bid lists the use of an attenuator...Will traffic control systems be provided or self-supplied?	Contractor must furnish basic traffic control (Cones, barrels, signage, etc.) and must submit a TCP Agreement to the department
5.	The attenuator portion is asking per day rate...is the day considered 8 hours? From 8am - 5pm?	A day is 7am – 6 pm. Attenuator's are solely for the purpose of the use on TXDOT Right of Way, and the contractor will be required to submit a copy of the TXDOT TCP to the Streets and Maintenance designated representative.

Payment and Performance Bonds and Contractor Termination

KEY DEFINITIONS

Payment Bonds	A promise of a surety assuring payment to all persons supplying labor or materials in the prosecution of the work provided for in the contract.
Performance Bonds	A promise of a Surety, sometimes referred to as a "completion bond" to assure the City that once the contract is awarded, the contractor will perform its obligations under the contract. If a contractor fails to perform its obligations under the contract the surety company which issued the bond is obligated to fulfill the term of the contract at no additional cost to the City.
Responsibility	The status of contractor determining that it has the capability; tenacity and perseverance to perform a contract.
Sourcing	The process of selecting a contractor through competitive procurement or negotiation.
Termination far Default	<p>The exercise of the government's right to completely or partially terminate a contract because of the contractor's actual or anticipated failure to perform its contractual obligations.</p> <p>Typical causes are if the contractor fails to (i) deliver goods or services within the time specified; (ii) perform any other provision of the contractor (insurance lapse); (iii) make sufficient progress, if the failure endangers performance of the contract.</p>
Termination for Convenience	The exercise of the government's right to completely or partially terminate a contract when it is in the government's best interest.

PAYMENT & PERFORMANCE BONDS

The amount of the bonding requirement to equal a four (4) month value of the contract.

Example:

The amount of the contract is awarded for \$120,000 annually.

The monthly cost would be billed at \$10,000 per month. ($\$120,000 / 12 = \text{monthly cost}$)

The bonding requirement would be 4 months X \$10,000 = \$40,000.

Formula:

(Annual Award / 12) = Monthly cost

Monthly cost X 4 = Bonding Requirement

CONTRACTOR TERMINATION

There are two classifications for default termination, Level One and Level Two.

Level One- Contractors terminated for default and the City has to engage the surety company to complete the contract. A Level One default would result in a contractor retaining the non-responsible designation for three years from the date of the termination. Said contractor would be placed on the "Ineligible Source List" for three years.

Level Two- Contractors which are terminated for default due to their inability to obtain the appropriate level. of bonding. A Level Two default would result in a contractor having the non-responsible designation for one year or until they provide written confirmation from a surety company that the contractor's bonding capacity has been increased or said contractor has obtained bonding to mitigate the condition for which they were terminated.

Payment and Performance Bond Requirement

Annual Contract Amount (A) / 12 = Monthly Cost (B) X 4 = Bonding Requirement (C)

Bond	Annual Contract Amount (A)	Monthly Cost (B) [Annual Amount / 12]	Bonding Requirement (C) (Monthly Cost (B) X 4)
Payment	\$_____	\$_____	\$_____
Performance	\$_____	\$_____	\$_____
Total Annual Bonding Requirement			\$_____

(This space intentionally left blank)

PAYMENT BOND
(See Payment and Performance Bonds and Contractor Termination)

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, hereinafter called the "Principal", as Principal and _____, a Corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, hereinafter called the "Surety", as Surety, are held and firmly bound unto THE CITY OF EL PASO, TEXAS, hereinafter called the "Obligee", in the amount of _____ Dollars and ____ Cents (\$ _____), for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the ____ day of ____, 20__ to construct _____, Contract No. _____, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the said Principal shall pay all claimants supplying labor and materials to him, or a subcontractor in the prosecution of the work provided for in said Contract, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS, WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20__.

WITNESS: _____

ATTEST: _____

Principal - Company Name

Signed By (Principal Agent) (Seal)

Address

Principal Agent's Name (Printed or Typed)

City, State, Zip Code

Telephone No.

Fax No.

Surety - Company Name

Signed By (Surety Agent) (Seal)

Address

Surety Agent's Name (Printed or Typed)

City, State, Zip Code

Telephone No.

Fax No.

INSERT

POWER OF ATTORNEY

AFTER

PAYMENT BOND

NOTE:

- **DO NOT SUBSTITUTE BOND FORM**
- **BOND MUST BEAR FOUR (4) SIGNATURES: (1) WITNESS, (2) ATTEST, (3) CONTRACTOR AND (4) ATTORNEY-IN-FACT**
- **DATE ON POWER OF ATTORNEY MUST BE SAME AS DATE ON BOND**
- **SEPARATE POWER OF ATTORNEY FORMS MUST BE PROVIDED FOR EACH BOND (PERFORMANCE & PAYMENT BOND)**
- **AGENT RESIDENT DESIGNATION MUST CONTAIN SURETY'S SEAL, ASSIGNMENT BY SURETY AGENT, AND ACKNOWLEDGMENT OF SUCH ASSIGNMENT BY AGENT RESIDENT.**

PERFORMANCE BOND
(See Payment and Performance Bonds and Contractor Termination)

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, hereinafter called the "Principal", as Principal and _____, a Corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, hereinafter called the "Surety", as Surety, are held and firmly bound unto THE CITY OF EL PASO, TEXAS, hereinafter called the "Obligee", in the amount of _____ Dollars and ____ Cents (\$ _____), for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the ____ day of ____, 20__ to construct _____, Contract No. _____, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein. The Surety hereby waives notice of any change, including changes of time, to the construction contract, related subcontracts and purchase orders, which is made in accordance with 252.048, Texas Local Government Code.

IN WITNESS, WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20__.

WITNESS: _____

ATTEST: _____

Principal - Company Name

Signed By (Principal Agent) (Seal)

Address

Principal Agent's Name (Printed or Typed)

City, State, Zip Code

Telephone No.

Fax No.

Surety - Company Name

Signed By (Surety Agent) (Seal)

Address

Surety Agent's Name (Printed or Typed)

City, State, Zip Code

Telephone No.

Fax No.

Solicitation No. 2016-1020
Title: Citywide L.E.D. Street Light Maintenance (Rebid)

Amendment No. A001

INSERT

POWER OF ATTORNEY

AFTER

PERFORMANCE BOND

NOTE:

- **DO NOT SUBSTITUTE BOND FORM**
- **BOND MUST BEAR FOUR (4) SIGNATURES: (1) WITNESS, (2) ATTEST, (3) CONTRACTOR AND (4) ATTORNEY-IN-FACT**
- **DATE ON POWER OF ATTORNEY MUST BE SAME AS DATE ON BOND**
- **SEPARATE POWER OF ATTORNEY FORMS MUST BE PROVIDED FOR EACH BOND (PERFORMANCE & PAYMENT BOND)**
- **AGENT RESIDENT DESIGNATION MUST CONTAIN SURETY'S SEAL, ASSIGNMENT BY SURETY AGENT, AND ACKNOWLEDGMENT OF SUCH ASSIGNMENT BY AGENT RESIDENT.**